

Standard Aimtec Company Conditions

End User License Agreement

WHEREAS, Licensee has entered into an agreement with Licensor for the supply and - where applicable - maintenance of Software (as defined hereinafter) and/or services relating to the Software ("Software Supply Agreement");

WHEREAS, Licensor has entered into a reseller agreement (PartnerEdge Channel Agreement VAR) with SAP (as defined hereinafter);

WHEREAS, Licensee hereby enters into a license agreement with Licensor;

NOW, THEREFORE, Licensee agrees that it has agreed to and is bound by the following terms:

1 Definitions

- 1.1 "Affiliate" means a corporation located in the Territory in which Licensee owns more than fifty percent (50%) of the corporation's voting rights. Any such entity shall be considered an affiliate for only such time as Licensee continues to own such equity interest.
- 1.2 "Business Third Party" means any third party that requires access to the Software in connection with the operation of Licensee's business including, but not limited to, auditors, Licensees' distributors and suppliers.
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- 1.8 "License Agreement" means this End User License Agreement.
- 1.9 "Modification" means a change to the Software which changes the source code.
- 1.10 "Named Users" means any combination of users licensed to use the Software under the License Agreement.
- 1.11 "Non-Productive Use" means Use of the licensed Software solely for Licensee's internal training for its permanent staff to enable them to use the Software directly to operate the business of Licensee or internal testing or developmental work in support of Licensee's Productive Use environment.
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- 1.22 "Territory" means the location where the Software is installed provided at all times that the installation may only occur in a single country.
- 1.23 "Third-Party Database" means any third-party proprietary database software licensed through Licensor to Licensee, if any.
- 1.24 "Use" means to directly or indirectly load, execute, access, employ, utilize, store, or display the Software.
- 1.25 "Version" means each issuance of each Release of the Software, excluding third party software, identified by the numeral to the right of the decimal point (e.g., 3.1).

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 - 2.6.3 SAP or SAP AG are entitled to require the exclusive transfer of all rights to Modifications from Licensee in return of a suitable remuneration based on a fair market value. In this case, SAP or SAP AG shall grant Licensee the same rights to the Modifications as have been granted by Licensor to Licensee for the Software.
 - 2.6.4 All All-in-One Modifications, which are not within a supported business scenario require a full usage license to be obtained by Licensee from Licensor.
- 2.7 Extensions and SAP's rights in the Software.
 - 2.7.1 Licensee may develop Extension(s) to the Business One Software, other than third party software, solely through use of the Software Development Tools, and in accordance with the Software Development Tools License Agreement.
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- 3.1 The Software requires a Third-Party Database which may be licensed through Licensor from a third-party database licensor ("Runtime License") or directly as a full license ("Full License") from a third-party database licensor. In the event a Runtime License is licensed through Licensor, such runtime version shall be limited to Use by Licensee for Productive and Non-Productive Use of the Software licensed hereunder.

4 Term and Termination

- 4.1 The license granted under the License Agreement shall become effective and shall continue in effect thereafter, unless terminated with good cause.
- 4.2 Such good cause only exists if it is unacceptable for the Licensor to continue the License Agreement in the view of all circumstances of the particular case and balancing the parties' interests; for example, such good cause is present in the case of an act of Software piracy attributable to the Licensee, and which amounts to a criminal offence for the acting individuals.
- 4.3 Either of the parties of the contract must not transfer the rights and obligations arising under the contract to third parties.

5 Governing Law

- 5.1 These terms shall be controlled and construed by the laws applicable at the place of incorporation of Licensor.